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In Reply to the Office Action dated June 19, 2006

Dated: September 18, 2006

REMARKS

After entry of the Amendment, claims 1-3, 6-11, 15, 17-21, and 23 are pending in the application. Claims 1, 3, 6, 7, 9, 19, and 20 have been amended to more distinctly claim and particularly point out the subject matter of Applicant's invention. Claims 12-14, 16, and 22 have been cancelled and are no longer pending in the application. Claim 23 had been added as a new claim.

In the Office Action dated June 19, 2006, claims 1-3 and 6-22 stand rejected under 35 U.S.C. §101 as being directed to non-statutory subject matter. The Examiner states that the claimed invention fails to produce a "useful, concrete, and tangible result" as required under §101. Applicant respectfully submits that the claimed invention has a useful result. The method of contacting a non-paying customer recited in the claimed invention is meant to increase customer retention and minimize the number of follow-up visits to a customer location after the services are disconnected. As stated in the Background of the Invention, when a customer does not pay the service bill, a service person goes to the customer location to disconnect the service. If the customer fails to be home, the service person disconnects the service. Thus, many people who would have paid had they been home are disconnected. Then service person may have to make additional visits to collect the equipment and/or to reconnect the service at a later date. During this time of disconnect and reconnect, the service providers loses revenue. By providing a "warning visit" to the home, the non-paying customer is put on notice that when the service person returns on the date specified in the warning the outstanding bill must be paid to continue service. Thus, the customers can pay at the time of the second visit to prevent disconnection. Therefore, the claimed invention, at the time of filing has an identified and specific utility, recognizable to one skilled in the art at the time of filing. Reconsideration is respectfully requested.

Claims 1-3 and 6-22 stand rejected under 35 U.S.C. §112, ¶2 as being indefinite for failure to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. The Examiner states that in claim 1 it is unclear how the method achieves retaining a customer as recited in the preamble and

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who receives the information from a service provider, who performs the visits, and provides the warnings. Claim 1 has been amended to more distinctly claim the subject matter of Applicant's invention. Reconsideration is respectfully requested.

Claims 1-3, 7 and 8 stand rejected under 35 U.S.C. §102(b) as being anticipated by the Akron reference. Applicant respectfully submits that claims 1-3, 7 and 8 are not taught, suggested or anticipated by Akron. Claim 1, from which claims 2-3, 7 and 8 depend discloses a method for contacting a non-paying customer of a service provider to increase customer retention. As recited in claim 1, the process includes performing a first visit to a customer location and if the customer is present, requesting that the customer pay the owed amount. If the customer refuses to pay the delinquent amount the service is disconnected during the first visit. If the customer is not present at the customer location, a warning is then provided to the customer at the time of the first visit and the service person makes a second visit to the customer location.

In Akron, a delinquent notice is sent, which implies mailed, to the customer. Customer has ten days to pay the past due and the late fees. One day prior to the due date on the delinquent notice, the customer will be given a disconnection notice. The disconnection notice is a yellow door tag. Once a customer has been notified of the disconnection, the customer must pay the delinquent amount within 48 hours to the Utilities Business Office. Akron does not disclose giving the customer the opportunity to pay the delinquent amount at the time of the first visit if the customer is present at the customer location. Akron is also devoid of teaching disconnection of the services during the first visit if the customer refuses to pay the delinquent amount. Therefore, Akron does not anticipate, teach, or suggest Applicants invention as recited in claims 1-3, 7 and 8.

Claims 15, 19, and 20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Akron. The Examiner states that Akron does not explicitly teach receiving a work order for each customer, each work order including an owed amount and updating a work order for a customer, but that official notice is taken that receiving a work order for each customer, each work order including an owed amount

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and updating the work order is old and well-known in the art. Applicant respectfully resubmits that Akron is devoid of steps recited in the process of claim 1, which claims 15, 19, and 20 include by dependency. Reconsideration is respectfully requested.

Claims 6 and 9 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Akron in view of Kenny (U.S. Patent Application No. 20020007295). The Examiner states that Akron does not explicitly teach collecting equipment owned by the service provider, but that in view of Kenny it would be obvious to do so. Kenny is cited only for its disclosure of collecting equipment owned by the service provider at the customer location. Applicant respectfully resubmits that neither Akron or Kenny disclose the step of disconnecting the services during the first visit if the customer refuses to pay the delinquent amount. Therefore, the references, taken singly or in combination, do not disclose the steps recited in claim 1, which claims 6 and 9 include by dependency. Reconsideration is respectfully requested.

Claims 10-12, 14 and 21 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Akron in view of the Vermont reference. The Examiner states that Akron does not explicitly teach that the notice indicates that the customer has been disconnected, but that it would be obvious in view of Vermont. Claims 12 and 14 have been cancelled by this amendment and are no longer pending in the application. Applicant respectfully submits that claims 10, 11, and 21 are not rendered obvious over Akron in view of Vermont. Vermont is only cited for its disclosure of giving notice to a customer that the services have been disconnected and what a customer can do to have the services reconnected. Vermont merely states that "notice of service discontinuance shall clearly state the reason and the action on the part of the subscriber to avoid discontinuance." But Vermont does not disclose that at the time the notice is left that the service has been disconnected. Vermont also does not disclose making a visit to the customer location to provide the notice of disconnect. In addition, Vermont does not disclose disconnecting service without a prior disconnect notice to a non-paying customer. Therefore, neither reference

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discloses making a first visit to a customer location and disconnecting the services, on the first visit, when the customer refuses to pay the amount owed. Reconsideration of is respectfully requested.

Claim 13 stands rejected under 35 U.S.C. §103(a) as being unpatentable over Akron. Claim 13 has been cancelled by the Amendment and is no longer pending in the application.

Claims 16, 17, and 22 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Akron in view of Vermont. The Examiner states that Akron does not explicitly teach checking the presence of the customer and asking the customer to pay the amount owed if the customer is present, but this would be obvious in view of Vermont. Claims 16 and 22 have been cancelled by this amendment and are no longer pending in the application. Applicant respectfully submits that claim 17 is not rendered obvious over Akron in view of Vermont. Applicant respectfully resubmits that the references, taken singly or in combination do not anticipate, teach or suggest the step of making a first visit to a customer location and disconnecting the services, on the first visit, when the customer refuses to pay the amount owed. Reconsideration is respectfully requested.

In conclusion, for the reasons set forth above, it is respectfully submitted that Applicant's invention as set forth in claims 1-3, 6-11, 15, 17-21 and 23 include features which are not anticipated or rendered obvious by the cited references, taken singly or in any permissible combination. Thus, claims 1-3, 6-11,

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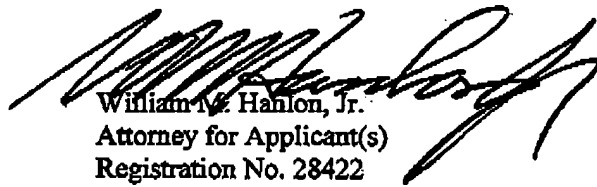
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15, 17-21 and 23 are submitted to be in condition for allowance; notice of which is respectfully requested.

Respectfully submitted,

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